

REMARKS/ARGUMENTS

By this response, the specification has been amended to include headings, claims 1, 2, 3, 5, and 10 have been amended, and claims 12-14 have been canceled. Claim 1 has been amended to incorporate subject matter from claims 2 and 3 and to recite that the outer shaft part flares outwardly from its open end, as disclosed in the specification in the last paragraph on page 2. Minor clarifications have been made to claims 5 and 10. Applicant requests favorable reconsideration of claims 1-11 and 15-34.

Claim Rejections - 35 U.S.C. § 112

The Office Action rejected claims 5-6 and 10-14 under 35 U.S.C. § 112, second paragraph, as being indefinite. Claim 5 was amended to replace the word “withdrawn” with “drawn.” Applicant submits that this clarifying change renders the claim definite. Claim 10 was amended to replace the period in the equation $MN.m^{-2}$ with the symbol “.”. The recited units are “mega-Newtons per square meter.” A Newton per square meter is a unit of pressure, commonly known as a Pascal. Claims 12-14 are canceled to simplify issues. Applicant respectfully requests withdrawal of the rejection under Section 112, second paragraph.

Claim Rejections - 35 U.S.C. § 102

The Office Action rejected claims 1, 2, 4-5, 9, and 17-19 under 35 U.S.C. §102(b) as being anticipated by Andis (U.S. Patent No. 3,539,185). Applicant submits that these claims are not anticipated by Andis because Andis fails to teach each and every limitation set forth in the claims. For example, Andis fails to disclose an “outer shaft part flaring outwardly from its open end.” Instead, Andis discloses an adjustable golf club shaft having an inner tube within the upper shaft part, and the lower shaft part being received in the annular space between the inner tube and the upper shaft part. In Andis, the upper shaft part is parallel to its inner tube so that the annular space between the upper shaft part and the inner tube has a constant cross-section. Accordingly, the lower shaft part can be sandwiched between them, whatever the length of the shaft.

Andis clearly and consistently teaches the use of a locking mechanism which relies on the lower shaft part being concentrically located between the internal tube and the outer shaft part. Andis, column 1, lines 20-22. According to Andis, the concentric relationship of the inner and

outer members “for a substantial length of the shaft” provides a “good bearing surface.” Andis, column 1, lines 72-75. According to Andis’ arrangement, the engagement between the inner and outer shaft parts requires that the inner shaft part and, more particularly, the outer shaft part, have a constant cross-section. The golf club construction disclosed by Andis could not work in a golf club in which the shaft parts do not have a constant cross-section. More particularly, Andis disclosure could not work with a tapered outer shaft.

Given that a conventional golf club shaft tends to be tapered, from a large cross-section at the grip end to a smaller cross-section at the head, Andis’ design requiring the shaft parts to have a constant diameter is inconsistent with conventional golf club design. This could significantly detract from the appearance of the club, and possible from its handling characteristics.

According to the claimed invention, the golf club is constructed with an outer shaft part which flares outwardly from the open end where it receives the inner shaft part. There is no possibility of frictional engagement between the inner and outer shaft parts for the purposes of locking them together. An internal tube is provided within the outer shaft part. It is able to engage the inner shaft part in a telescoping arrangement. In contrast to the club disclosed by Andis, the annular space between the outer shaft part and the internal tube does not have a constant cross-section, but gets wider from the open end of the outer shaft part towards the grip end.

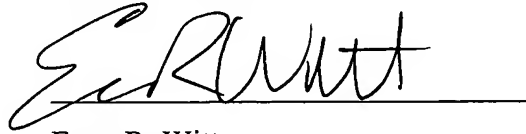
“To anticipate a claim, a prior art reference must disclose every limitation of the claimed invention, either explicitly or inherently.” *In re Schreiber*, 44 USPQ2d 1429, 1431 (Fed. Cir. 1997). Because Andis fails to disclose every element of claims 1-2, 4-5, 9, and 17-19, Andis does not anticipate these claims. Accordingly, Applicant requests withdrawal of the rejection under Section 102(b).

Claim Rejections - 35 U.S.C. § 103

The Office Action rejected claim 10 under 35 U.S.C. § 103(a) as being unpatentable over Andis. Applicant submits that the subject matter of claim 10 would not have been obvious from the teaching of Andis for the reasons discussed above. Withdrawal of the rejection is respectfully requested.

If there are any remaining issues preventing allowance of the pending claims that may be clarified by telephone, the Examiner is requested to call the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "E. R. Witt", is written over a horizontal line.

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Date: July 25, 2003

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